

"that no such line of distinction could be set up or traced in any of the cases."

Following the rule thus relaxed by the Court of Appeals, the case of *Atkinson vs. Philips*, 1 *Maryland Chancery Decisions*, 507, was decided. But it was also held in that case, and as I conceive, in perfect conformity with the opinion in *Worthington and Anderson vs. Shipley*, that when the indebtedness of the grantor, and the voluntary character of the deed is established, it is incumbent on the party claiming under the deed, to show affirmatively that the grantor did not by the conveyance, strip himself of the means to pay all his creditors, but that there remained to him abundant resources to satisfy them in full. The same question came before me, and was considered and decided in the case of *Sewell vs. Baxter and Wife*, 2 *Maryland Chancery Decisions*, 447, and the principle again maintained, that when the prior indebtedness of the grantor in the voluntary conveyance is shown, the burden is thrown upon the grantee of establishing the circumstances which shall repel the presumption of fraud, and that the deed will stand condemned as fraudulent, with respect to prior creditors, unless the facts necessary to give it validity, are brought before the Court by the grantee.

That the grantee in a voluntary deed, made by a party indebted at the time, is required to remove the imputation of a fraudulent intent, by himself showing the abundance of the remaining property of the grantor to satisfy the claims of his creditors, I do not understand to be disputed, and an effort has been made in this case to exhibit such proof, though the defendants are not to be considered as admitting the deed to be voluntary.

Before the proof is examined, to ascertain whether the defendants have been successful in this attempt, I consider it proper to say, that the party who sets up a voluntary conveyance in opposition to the claims of pre-existing creditors, is required to show, by evidence which leaves no reasonable doubt upon the subject, that the means of the grantor, independent of the property conveyed, are abundantly ample to